

**Tentative Rulings for March 25, 2026**  
**Department 502**

**For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)**

---

---

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

---

---

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

22CECG00125      *Ricardo Gonzalez Gomez v. Renee Watson* is continued to  
Wednesday, April 29, 2026, at 3:30 p.m. in Department 502.

---

(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 502**

Begin at the next page

(03)

**Tentative Ruling**

Re: **Johnson v. Renaissance Surgery Center, LLC**  
Case No. 22CECG02501

Hearing Date: March 25, 2026 (Dept. 502)

Motion: Defendants/Cross-Plaintiffs Renaissance Surgery Center, et al.'s Motion for Leave to File an Amended Cross-Complaint and Amended Answer

**Tentative Ruling:**

To deny defendants' motion for leave to file an amended cross-complaint and amended answer.

**Explanation:**

Under Code of Civil Procedure section 473, subdivision (a)(1), "The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect... The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars..."

"Code of Civil Procedure section 473, which gives the courts power to permit amendments in furtherance of justice, has received a very liberal interpretation by the courts of this state.... In spite of this policy of liberality, a court may deny a good amendment in proper form where there is unwarranted delay in presenting it.... On the other hand, where there is no prejudice to the adverse party, it may be an abuse of discretion to deny leave to amend.' 'In the furtherance of justice, trial courts may allow amendments to pleadings and if necessary, postpone trial.... Motions to amend are appropriately granted as late as the first day of trial ... or even during trial ... if the defendant is alerted to the charges by the factual allegations, no matter how framed ... and the defendant will not be prejudiced.'" (*Rickley v. Goodfriend* (2013) 212 Cal.App.4th 1136, 1159, citations omitted.)

On the other hand, a lengthy, unexplained delay in seeking leave to amend the complaint may justify denial of the motion to amend. (*Roemer v. Retail Credit Co.* (1975) 44 Cal.App.3d 926, 939-940; see also *Record v. Reason* (1999) 73 Cal.App.4th 472, 486 [unwarranted delay in seeking leave to amend shown where motion was filed three years after the plaintiff was aware of the circumstances on which he based his amended allegations]; *Magpali v. Farmers Group, Inc.* (1996) 48 Cal.App.4th 471, 486 [proper exercise of discretion to deny leave to amend where the plaintiff offered no explanation for omitting new claims from the original complaint or bringing the request to amend nearly two years after the original complaint was filed].) "Inexcusable delay in presenting a proposed amendment, however, constitutes grounds for denial of leave to amend." (*Young v. Berry Equipment Rentals, Inc.* (1976) 55 Cal.App.3d 35, 39, citations omitted.)

In addition, the court may properly deny leave to amend where it is clear that the proposed amended complaint would not state a valid cause of action. (*Saks v. Damn Raiké & Co.* (1992) 7 Cal.App.4th 419, 426.)

Under Rule of Court 3.1324(a), "A motion to amend a pleading before trial must: (1) Include a copy of the proposed amendment or amended pleading, which must be serially numbered to differentiate it from previous pleadings or amendments; (2) State what allegations in the previous pleading are proposed to be deleted, if any, and where, by page, paragraph, and line number, the deleted allegations are located; and (3) State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located." (Para. breaks omitted.)

Also, under Rule of Court 3.1324(b), "A separate declaration must accompany the motion [to amend] and must specify: (1) The effect of the amendment; (2) Why the amendment is necessary and proper; (3) When the facts giving rise to the amended allegations were discovered; and (4) The reasons why the request for amendment was not made earlier." (Para. breaks omitted.)

In the present case, defendants seek leave to amend their cross-complaint and answer to allege new cross-claims and defenses. They seek leave to add cross-claims for rescission and breach of fiduciary duty, as well as an affirmative defense based on mutual mistake. They claim that they learned of the factual basis for the new claims and defense at the trial of Phase 1, where plaintiff testified that he did not intend to sell the goodwill of Renaissance to defendants, and he allegedly admitted to breaching his fiduciary duty to Renaissance when he went to work for Community Health. They thus seek leave to amend to add the new claims and defenses.

However, defendants' motion to amend is procedurally defective, as they have not filed a declaration in support of their motion in compliance with Rule of Court 3.1324(b). Indeed, they have not filed any declarations or other admissible evidence in support of their motion. The points and authorities brief itself is simply argument, not admissible evidence. The attachments to the points and authorities are also not admissible, as there is no declaration that authenticates and lays a foundation for the documents. Defense counsel has also not provided a declaration explaining the effect of the amendments, why the amendments are necessary and proper, when defendants discovered the facts underlying the amendments, and why the request for amendment was not made earlier. Nor does the notice of motion state what allegations in the previous pleading are proposed to be deleted or added, and where the deleted or added allegations are located by page, paragraph, and line number. As a result, defendants have not met the requirements of Rule of Court 3.1324, and the court may deny the motion for this reason alone.

Furthermore, defendants appear to have been aware of the facts underlying the proposed amendments for years, which undermines their claim that they only recently learned of the need to amend the cross-complaint and answer. Defendants claim that they only learned of the plaintiff's contention that he did not intend to sell the goodwill of Renaissance at Phase 1 of the trial, and that they learned of the breach of fiduciary duty at the same time. However, Phase 1 of the trial was conducted on February 3 and



(37)

**Tentative Ruling**

Re: ***Flores Amado v. Odyssey Agricultural Development LLC***  
Superior Court Case No. 24CECG00055

Hearing Date: March 25, 2026 (Dept. 502)

Motion: By Plaintiffs for Preliminary Approval of a Class Settlement

**Tentative Ruling:**

To continue the matter to Tuesday, April 28, 2026 at 3:30 p.m. in Department 502. The parties will be expected to appear at the continued hearing date to address concerns the court has with the proposed class settlement.

Plaintiff is to file a proof of service and an Amended Notice no later than April 7, 2026.

**Explanation:**

Proof of Service/Notice

Plaintiff has not filed any proof of service of the motion. Additionally, there are errors with the Notice filed by plaintiffs. The caption indicates the hearing date as March 25, 2026, but the body of the Notice states the hearing is on March 26, 2026. The date reserved for hearing was March 25, 2026.

Defendant filed a declaration to correspond with this motion. As such, the court is inclined to believe that defendant has notice of this motion and was served with the papers. However, the caption of the declaration does not indicate a hearing date. So, the court is concerned that defendant may have notice for an incorrect date.

General Concerns

In addition to the above concerns regarding service and notice, the court has concerns regarding whether this matter is ripe for settlement. Plaintiffs indicate an agreement where the class is defined as including 40 to 60 non-exempt employees who worked at defendants' Mendota farm during April, May, June, and/or July of 2023 in the crew of agricultural workers recruited by Carlos Lopez. Defendants' declaration states that defendants do not have records sufficient to identify by name employees who were recruited by Carlos Lopez, an individual unknown to defendants. (Freedman Decl., ¶ 3.) Plaintiffs intend to have a community organizer, Fritz Conle, conduct outreach in order to determine who is rightfully in the class. (Mallison Decl., ¶¶ 20-21.) The court would like the parties to be prepared to discuss whether it might be prudent to either conduct discovery or have Conle begin his efforts prior to seeking preliminary approval of a class settlement, in order to investigate who may be potential class members.



(47)

**Tentative Ruling**

Re: **Louise Preast v. Black Contractor's Association of California**  
Case No. 25CECG01569

Hearing Date: March 25, 2026 (Dept. 502)

Motion(s)x2: 1) Defendant National Black Contractors Association, of USA, Inc.'s Motion for Summary Judgment  
2) Plaintiff's application for default judgment

**Tentative Ruling:**

To grant defendant National Black Contractors Association, of USA, Inc.'s motion for summary judgment. National Black Contractors Association, of USA, Inc. is ordered to prepare a judgment conforming to the court's order within 10 days of the clerk's service of the minute order.

To deny plaintiff's application for default, without prejudice.

**Explanation:**

***Summary Judgment***

Defendant National Black Contractors Association, of USA, Inc., erroneously sued as National Black Contractors Association, ("defendant" or "NBCA") moves for an order granting summary judgment against plaintiff Louise Preast ("plaintiff" or "Preast"). NBCA argues that it was wrongfully implicated in this action exclusively on a baseless alter-ego theory which seeks to hold NBCA accountable for alleged actions and wrongdoings attributed to an entirely separate Fresno contractor with a similar sounding name, the Black Contractors Associations of California ("BCAC/F").

Preast alleges the actions of BCAC/F, and its agents, Neville Brown ("Brown"), and Michael Leffall ("Lefall") caused harm during her residential construction Project ("Project") in Fresno, California. Preast claims BCAC/F is an affiliate member of NBCA, and therefore, NBCA should be liable for BCAC/F's alleged actions as an alter-ego.

A defendant moving for summary judgment or summary adjudication has met his or her burden of showing that a cause of action has no merit if he or she shows one or more elements of the cause of action cannot be established, or that there is a complete defense to that cause of action. (Code Civ. Proc., § 437c, subd. (p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or a defense. (*Ibid.*) A cause of action has no merit if either (1) one or more of the elements of the cause of action cannot be separately established, even if that element is separately pleaded; or (2) a defendant establishes an affirmative defense to that cause of action. (Code Civ. Proc., § 437c, subd. (o).)

As NBCA is the moving party, it must prove that Prest cannot prove each of the causes of action. Once it has done so, the burden shifts to Prest to show that there is a triable issue of one or more material facts.

### *Analysis*

The alter ego doctrine allows one to be liable for a corporation's acts when there is: (1) "such a unity of interest and ownership between the corporation and its equitable owner that the separate personalities of the corporation and the shareholder do not in reality exist"; and (2) "an inequitable result if the acts in question are treated as those of the corporation alone." (*Tucker Land Co. v. State of California* (2001) 94 Cal.App.4th 1191, 1202.)

NBCA has never had a relationship with BCAC/F of any kind. (See NBCA's Separate Statement of Undisputed Facts (SSUMF), No. 4.) Specifically, BCAC/F is not a member, affiliate, or in any way related to NBCA. (See SSUMF, No. 4.) NBCA and BCAC/F operate in entirely different parts of the state. (See SSUMF, No. 3.) NBCA and the BCAC/F have no common ownership, officers, employees, finances, operations, or business locations, or any other common unity of interest. (See SSUMF, Nos. 4-11.) Moreover, BCAC/F's purported officers and co-defendants, Leffall and Bowen, have no relationship or involvement with the NBCA. (See SSUMF, No. 11.) Thus, there is no evidence of any abuse of corporate formalities, or a common unity of interest sufficient to merge the separate legal personalities of the NBCA and the BCAC/F.

Each cause of action is analyzed in turn given that there is no alter-ego relationship between the NBCA and the BCAC/F (or its officers).

NBCA meets its initial burden that it is not liable for the first cause of action, financial elder abuse. A valid cause of action for financial elder abuse requires plaintiff proving that the defendant took or assisted in the taking of real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. (See *Bounds v. Superior Court* (2014) 229 Cal.App.4th 468, 478; California Welfare and Institutions Code § 15610.30.) Here, NBCA has never taken or assisted in the taking of any property from Prest or otherwise had any involvement with Prest or Prest's property/funds. (See SSUMF, Nos. 12-18.)

NBCA meets its initial burden that it is not liable for the second cause of action for Unfair Business Practices. In order to establish a valid cause of action for Unfair Business Practices, Prest must prove NBCA committed an "unlawful, unfair or fraudulent business act or practice." (See Business and Professions Code § 17200.) NBCA did not perform any construction work or have any other involvement in Prest's project, did not receive any payments or have any other involvement with Prest's funds, and has never had any interaction or communication with Prest. (See SSUMF, Nos. 12-18.)

NBCA meets its initial burden that it is not liable for the third cause of action for breach of contract. In order to establish a valid cause of action for breach of contract, the first and primary element that a plaintiff must show is the existence of a valid

contract between the plaintiff and the defendant. (*J.B.B. Investment Partners Ltd. v. Fair* (2019) 37 Cal.App.5th 1, 9, citing *CDF Firefighters v. Maldonado* (2008) 158 Cal.App.4th 1226, 1239 and Cal. Civ. Code, § 1550.) Under these circumstances, there has never been a contract between Plaintiff and NBCA. (SSUMF No. 14.)

NBCA meets its initial burden that it is not liable for the fourth cause of action for breach of fiduciary duty. A valid claim for breach of fiduciary duty requires the existence of a fiduciary relationship. (See *Knox v. Dean* (2012) 205 Cal.App.4th 417, 432-433.) Here, there is no contract or relationship of any kind between Preast and NBCA, let alone a fiduciary relationship. (See SSUMF, Nos.12-18.)

NBCA meets its initial burden that it is not liable for the fifth and sixth causes of action for negligence and negligence per se. A valid claim for negligence and negligence per se requires a showing that defendant owed Preast a legal duty of care. (*Ratcliff Architects v. Vanir Construction Management, Inc.* (2001) 88 Cal.App.4th 595, 604-605, citations omitted). Under these circumstances, there is no contract between Plaintiff and NBCA, NBCA did not perform any construction work or have any other involvement on the Project, and NBCA never had any interaction with plaintiff. (See SSUMF, No. 12-18.)

NBCA meets its initial burden that it is not liable for the seventh, eighth and tenth causes of action for intentional and negligent misrepresentation, and false promise. The first and primary element for an intentional misrepresentation claim, negligent misrepresentation claim, and false promise claim is a misrepresentation by the defendant to the plaintiff of a past or existing fact. (See *Manderville v. PCG&S Group, Inc.* (2007) 146 Cal.App.4th 1486, 1498.) NBCA never made any representation of any kind to Plaintiff with respect to the Project or otherwise. (See SSUMF, No. 17.)

NBCA meets its initial burden that it is not liable for the ninth cause of action for gender discrimination. Plaintiff must establish the key element of discrimination by the defendant. (See generally, Civil Code § 51.5.) NBCA never had any interaction of any kind with plaintiff, let alone discriminated against her. (See SSUMF, Nos. 12-18.)

#### *Plaintiff Has Not Met Her Burden of Demonstrating a Triable Issue of Fact*

A party opposing summary judgment must present admissible evidence, including "declarations, admissions, answers to interrogatories, deposition, and matters of which judicial notice" must or may "be taken." (*Aguilar v. Atlantic Richfield Co.*, (2001) 25 Cal.4th 826 at 843, quoting Code Civ. Proc., § 437c, subd. (b).) Because summary judgment deprives an adverse party of the right to a trial, any doubts are resolved in favor of the party opposing the motion. (*Huynh v. Ingersoll-Rand* (1993) 16 Cal.App.4th 825, 830; See's *Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 900.) Thus, "[t]he moving party's affidavits are to be strictly construed, and ... all conflicts in the affidavits are to be resolved in favor of the opposing party and all reasonable inferences are to be drawn in favor of that party as well." (*Hufft v. Horowitz*(1992) 4 Cal.App.4th 8, 20.)

Prest failed to provide any admissible evidence to establish a disputed material fact. Instead, Plaintiff's opposition simply argues NBCA's evidence cannot be trusted, without offering any explanation or evidence to rebut NBCA's evidence.

Prest also objects to the Abdur-Rahim Hameed ("Hameed") Declaration based on boilerplate and inapplicable objections. Prest's objections are overruled. Hameed, the NBCA's founder/president, attests based on his personal knowledge of the organization's structure, membership/affiliate status, finances, officers, and operations, and confirms the BCAC/F has never been a member, affiliate, chapter, or related entity of the NBCA. (See SSUMF, Facts 4-11.) Hameed has the requisite foundation and knowledge to provide such factual testimony in the declaration and to this Court. Furthermore, none of Hameed's statements are hearsay because Hameed is not attesting to out of court statements for the truth of the matter asserted. Instead, he is testifying based on his own personal knowledge of the organization he founded and operates. Prest's argument the declaration improperly declares to legal conclusions is incorrect. The Hameed Declaration is not declaring to a legal conclusion. Rather, Mr. Hameed declared to specific facts. (See SSUMF, Facts 4-18.)

Furthermore, a motion for summary judgment only considers issues that were plead. (*Van v. Target Corp.* (2007) 155 Cal.App.4th 1375, 1387.) Prest further argues unplead theories of apparent agency, ostensible authority, estoppel, and alleged reliance on the national brand of the NBCA. (See Opposition ¶ 20.) However, Prest's Complaint sought liability against NBCA solely based on allegations that BCAC/F "is an affiliate member" of NBCA and a conclusory unity-of interest/alter-ego assertion, (See Complaint, ¶¶ 2, 5, and 7), which are not present under these circumstances.

Prest further requests a continuance under Code of Civil Procedure section 437c, subdivision (h), which provides that "[i]f it appears from the affidavits submitted in opposition to a motion for summary judgment or summary adjudication, or both, that facts essential to justify opposition may exist but cannot, for reasons stated, be presented, the court shall deny the motion, order a continuance to permit affidavits to be obtained or discovery to be had, or make any other order as may be just."

A declaration in support of a request for continuance of a summary judgment hearing must show: (1) the facts to be obtained are essential to opposing the motion; (2) there is reason to believe such facts may exist; and (3) the reasons why additional time is needed to obtain these facts. (*Jade Fashion & Co., Inc. v. Harkham Industries, Inc.* (2014) 229 Cal.App.4th 635, 656-657; *Cooksey v. Alexakis* (2004) 123 Cal.App.4th 246, 254.)

Prest falls far short of this mark. Prest has not filed an affidavit that discusses how additional discovery would lead to facts to disputing the facts provided in the NBCA's Separate Statement, and why Prest needs additional time to obtain these facts. Despite filing this action in April 2025, Prest has not served any discovery on NBCA. (See *Decl.*, ¶3.)

Accordingly, NBCA's motion for summary judgment is granted, and NBCA is ordered to prepare a judgment conforming to the court's order within 10 days of the clerk's service of the minute order.





(35)

**Tentative Ruling**

Re: **Green v. Tuff Shed, Inc.**  
Superior Court Case No. 25CECG04836

Hearing Date: March 25, 2026 (Dept. 502)

Motion: By Defendant Tuff Shed, Inc. to Compel Arbitration,  
and Request for Stay

**Tentative Ruling:**

To continue to Thursday, April 30, 2026, 3:30 p.m. in Department 502. Defendant Tuff Shed, Inc. is directed to file and serve Exhibit A to the declaration of Holly Hoglund no later than 5:00 p.m., Friday, April 17, 2026. No further briefing is authorized.

**Explanation:**

Plaintiff Cassandra Danielle Green ("Plaintiff") filed an action regarding violations of the California Labor Code. Defendant Tuff Shed, Inc. ("Defendant") now seeks to compel Plaintiff to arbitration.

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505.) Thus, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists and, (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

The moving party has the burden of proving the existence of a valid arbitration agreement. (*Pinnacle Museum Tower Assn v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.) A party opposing arbitration has the burden of showing that the arbitration provision cannot be interpreted to cover the claims in the complaint. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 890.) Unless there is a dispute over authenticity, the mere recitation of the terms is sufficient for a party to move to compel arbitration. (*Sprunk v. Prisma LLC* (2017) 14 Cal.App.5th 785, 793.)

Defendant submits a written agreement to arbitrate any dispute, claim or controversy arising out of or relating to Plaintiff's employment. (Hoglund Decl., ¶ 13.) Though the declaration references an attachment consisting of a true and correct copy of the arbitration agreement in question, no exhibit was attached. Plaintiff in any event does not appear to contest the existence of an arbitration agreement, or that she executed one. However and despite reference to the terms in the moving papers, the

